

19. Further Acts, Etc.

(a) Trustor will, at the cost of Trustor, and without expense to Beneficiary, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignment, Uniform Commercial Code financing statements, financing statement amendments or continuation statements, transfers and assurances as Beneficiary shall, from time to time, require, for the better assuring, conveying, assigning, transferring, and confirming unto Beneficiary the property and rights hereby deeded, mortgaged, given, granted, bargained, sold, alienated, enfeoffed, conveyed, confirmed, pledged, assigned and hypothecated or intended now or hereafter so to be, or which Trustor may be or may hereafter become bound to convey or assign to Beneficiary, or for carrying out the intention or facilitating the performance of the terms of this Deed of Trust or for filing, registering or recording this Deed of Trust or for facilitating the sale of the Loan and the Loan Documents as described in Paragraph 19(b) below. Trustor, on demand, will execute and deliver and hereby authorizes Beneficiary to execute in the name of Trustor or without the signature of Trustor to the extent Beneficiary may lawfully do so, one or more financing statements, financing statement amendments, chattel mortgages or other instruments, to evidence more effectively the security interest of Beneficiary in the Trust Property. Upon foreclosure, the appointment of a receiver or any other relevant action, Trustor will, at the cost of Trustor and without expense to Beneficiary, cooperate fully and completely to effect the assignment or transfer of any license, permit, agreement or any other right necessary or useful to the operation of the Trust Property. Trustor grants to Beneficiary and Trustee an irrevocable power of attorney coupled with an interest for the purpose of exercising and perfecting any and all rights and remedies available to Beneficiary and Trustee at law and in equity, including, without limitation, such rights and remedies available to Beneficiary and Trustee pursuant to this Paragraph.

(b) Trustor acknowledges that Beneficiary and its successors and assigns may (i) sell, assign or transfer this Deed of Trust, the Note and other Loan Documents to one or more investors as a whole loan, (ii) grant participation interests in the Loan to investors or issue to investors mortgage pass-through certificates or other securities evidencing a beneficial interest in a rated or unrated public offering or private placement to one or more investors, (iii) deposit this Deed of Trust, the Note and other Loan Documents with a trust, which trust may sell certificates to investors evidencing an ownership interest in the trust assets, (iv) transfer any and all of the servicing rights with respect to the Loan, or delegate any or all of its responsibilities as Beneficiary under the Loan Documents, (v) deem the Note to have been subdivided into multiple components with notational balances as Beneficiary may determine (provided that the aggregate sum of the notational balances shall equal the then outstanding principal balance of the Note) and require each of the multiple components to be evidenced by a separately physical promissory note, or (vi) otherwise sell the Loan or interest therein to investors (the transactions referred to in clauses (i) through (vi) are each referred to as a "Secondary Market Transaction"); provided, however, notwithstanding anything to the contrary